MaxMyInterest.com Terms of Use

Effective Date: March 4, 2021

Six Trees Capital LLC (herein referred to as "Max") operates an online cash management communications platform at www.maxmyinterest.com (the "Site"). The Site, and all content and services available thereon, are collectively referred to herein as the "Max Solution". Please read the following important terms and conditions ("Terms of Use") carefully. These Terms of Use govern your access to and use of the Max Solution, including any content, information, products or services therein. This is a legal agreement between you and Max.

You understand and agree that by providing information to Max via the Max Solution, you are granting Max and its third party service providers all necessary rights to use that information on all instances of the Max Solution, described in more detail in Section 7(d) below.

Pay Services (as defined in Section 7) may be subject to additional terms and conditions that will be provided to you when you subscribe to such Pay Services. Your use of such Pay Services will be subject to these Terms of Use and any additional terms to which you agree.

YOU UNDERSTAND THAT BY USING THE MAX SOLUTION, YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE. IF YOU ARE ACCESSING THE MAX SOLUTION AS AGENT OR ON BEHALF OF ANY THIRD PARTY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO DO SO AND THAT EACH OF YOU AND THE PRINCIPAL AGREES TO BE BOUND JOINTLY AND SEVERALLY BY THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE IN THEIR ENTIRETY, YOU MAY NOT USE THE MAX SOLUTION.

In accessing the Max Solution, you agree that the Max Solution may collect information regarding your use of the site and may store sensitive personal and financial information related to you and one or more of your accounts at third-party financial institutions. Please refer to our Privacy and Security Policy for further information about the data we collect, how it is stored and safeguarded, and how it is used.

You understand that the Max Solution is a tool that proposes to you the optimal allocation of your cash across two or more of your bank accounts and sends on your behalf your cash transfer instructions to your banks to implement the Max Solution proposals you have accepted. Based upon your instructions and account information provided to Max, the Max Solution gathers, stores, processes and analyzes information about you and deposit accounts that you hold at various third-party financial institutions (your "Linked Accounts") to make a proposal to you about the optimal allocation of funds in your Linked Accounts, and then, on your behalf, periodically sends your funds transfer instructions to your financial institutions to instruct that they move cash funds between your Linked Accounts to implement the Max Solution proposed allocation you have accepted. You assume all risk when using the Max Solution, and you acknowledge that Max cannot guarantee and does not promise any specific results from your use of the Max Solution.

Unless you agree to subscribe to Pay Services (as defined below) and become a client of Max, the Max Solution is provided **for informational purposes only**. Max does not review the information posted on the Max Solution for reasonableness, strategic usefulness, or your individual purposes, and **Max does not act in any type of financial advisory or fiduciary capacity for you**. The Max Solution may include information it obtains from sources such as financial data providers and news sources, and Max does not review, endorse or analyze any such third-party information. Max does not guarantee the accuracy, completeness, or timeliness of any information on the Max Solution. None of the information on the Max Solution constitutes a solicitation or offer to open or maintain any financial accounts nor does it constitute an endorsement of or affiliation with any specific financial institutions.

The information provided on the Max Solution is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation, and any such unlawful use or distribution by you shall be a violation of these Terms of Use.

No information from the Max Solution may be copied in any form, by any means, or redistributed, published, circulated or commercially exploited in any manner without Max's prior written consent except as expressly provided below.

By using the Max Solution, you understand and affirmatively acknowledge that:

- Max is not a bank.
- Max is not affiliated with any bank or other financial institution.
- Max has no legal authority, contractual or otherwise, to open or close a financial account or move funds from a financial account to another insured bank.
- Max is not involved in negotiating or setting rates, fees, terms or conditions for any financial account.
- Max does not have and does not take into account any information of the deposit-balance objectives of any bank.
- The use of third party logos on the Site does not constitute an endorsement of Max by any such third party. All trademarks are the property of their respective owners.

1. Modification of the Site or these Terms of Use

Max reserves the right, in its sole discretion, at any time to modify, discontinue or terminate the Max Solution, any portion thereof, or any content thereon without advance notice to you, or to modify these Terms of Use. All modified terms and conditions will be effective upon the date when the change takes effect, unless there is a material change (determined in the good faith, reasonable discretion of Max), which will be effective when

Max provides 30 calendar days notice to you, unless a longer notice period is required by applicable law. If any modified terms and conditions are not acceptable to you, your sole and exclusive remedy is to cease using the Max Solution, and if applicable, cancel your Account (defined below) as specified below. By continuing to access or use the Max Solution after Max makes any such revision (or after expiration of the notice period, if applicable), you agree to be bound by the revised Terms of Use. Each version of the Terms of Use will be identified at the top of the page by the effective date.

2. User Information

Various types of Content are made available through the Max Solution. "Content" as used in these Terms of Use means, collectively, all content on or made available through the Max Solution that is not your User Information, including but not limited to text, data, images, articles, tools, reports, analyses, performance charts, account summaries, information about funds transfers, and optimization reports. "User Information" as used in these Terms of Use means, collectively, all information and other content that you upload, submit, provide, or otherwise make available to Max or the Max Solution. User Information specifically includes your personal information such as name, address, telephone number, email address, all communications (by email or otherwise) between you and Max, as well as any other information derived from the foregoing and programmatically available to the Max Solution. That portion of your User Information that contains your personal confidential information relating to Linked Accounts, including bank account numbers, balances and login credentials, is referred to as "User Financial Information."

Max reserves the right to remove and permanently delete any Content or User Information from the Max Solution at any time for any reason without notice, or liability to you.

By using the Max Solution, you agree that your User Information (including your User Financial Information) is subject to the use, disclosure and other terms and conditions contained in the Max Privacy Policy.

3. Eligibility; Representations and Warranties

The Max Solution is intended solely for persons who are 18 or older and who reside in the United States with a valid U.S. mailing address. Any access to or use of the Max Solution by anyone under 18 or who does not reside in the United States with a valid U.S. mailing address is unauthorized, unlicensed, and in violation of these Terms of Use.

By accessing or using the Max Solution, you represent and warrant that:

- You are 18 or older, a resident of the United States, and have a valid U.S. mailing address;
- Your agreement to these Terms of Use will not violate any other agreement or understanding to which you are a party;
- You are not currently restricted from using the Site; and
- You are not a competitor of Max and are not using the Site for reasons that are in competition with Max.

The Pay Services are intended for use by natural persons with respect to their personal, consumer accounts. Businesses and other parties that use the Max Solution other than for personal, consumer accounts may be subject to different laws and regulations that limit the rights available to them under applicable law.

4. Account Registration

In order to access certain features of the Max Solution, you must register to create a member profile ("Account"). When you register, you may be asked to provide your email address and choose a password, which you may use to access your Account and summary Linked Account information in the Max Solution. Max has implemented physical, electronic and procedural safeguards to guard your non-public personal User Information (see Privacy Policy). You are solely responsible for determining the complexity of and safeguarding your passwords for the Max Solution and your User Financial Information. If you share or otherwise disclose any such password to any third party, they may be able to access your Account or Linked Accounts, and you will be solely responsible for any consequences of such sharing or disclosure. By using the Site, you acknowledge and agree that internet transmissions cannot be assured of complete privacy or security. You understand that any message or other User Information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

You agree that you shall be solely responsible for any activities or actions under your Account, whether or not you have authorized such activities or actions. Although Max will not be liable for any of your losses that are caused by any unauthorized use of your Account, you may be liable for the losses of Max or others due to such unauthorized use. You shall immediately notify Max of any unauthorized use of your Account. You agree that the User Information that you provide to us on registration and at all other times, and the information you provided to any website through which you access the Max Solution or parts thereof, will be true, accurate, current, and complete. Max reserves the right to suspend or terminate your Account if any User Information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete.

By creating an Account, you agree that Max may electronically provide you (via email or postings or links on the Max Solution) with documents, notices and other communications regarding the Max Solution and/or your use thereof, as well as special offers, promotions, commercial advertisements, marketing materials, and similar communications. You agree that Max may send the foregoing communications to you via your Account or any email address(es) which you provide to Max as part of your User Information or otherwise.

5. Termination; Cancellation

You may request termination of your Account at any time and for any reason by logging into your account and clicking on Profile > Account Settings > Cancel Max Membership or by sending an email to support@maxmyinterest.com. Any fees paid to Max are non-refundable.

Max may terminate or suspend your Account and/or access to the Max Solution or any portion thereof and remove any material (including User Information) from the Max Solution, in our sole discretion, at any time for any reason without notice or liability to you. Further, if we believe, in our sole discretion, that a violation of these Terms of Use has occurred, we may take any other corrective or legal action we deem appropriate. We reserve the right to investigate suspected violations of these Terms of Use, including without limitation any

reserve the right to investigate suspected violations of these Terms of Use, including without limitation any violation arising from any User Information. We may seek to gather information from a user who is suspected of violating these Terms of Use and you agree to provide us with such information. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone using the Max Solution or making available any User Information, emails, or other materials that are believed to violate these Terms of Use.

Any suspension, termination, or cancellation shall not affect your obligations to Max under these Terms of Use (including but not limited to ownership of intellectual property, indemnification, and limitation of liability), which by their nature and context are intended to survive such suspension, termination, or cancellation.

6. Third-Party Links and Offers

The Max Solution and Content thereon or made available thereby (including by email) may provide links to third-party websites or resources, which may include offers for products and services of third parties. You acknowledge and agree that Max is not responsible or liable for the availability, accuracy, appropriateness or suitability of such websites, resources or offers, or the content, products, or services on or available from such websites, resources or offers. You further acknowledge that Max does not endorse such websites, resources or offers or the content, products, or services on or available from such websites, resources or offers. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites, resources or offers.

7. Access, Intellectual Property Rights and Ownership

(a) **Free Services and Pay Services.** As a user you may access and use certain services and information that Max provides to you free of charge ("Free Services"), and other services and information may be subject to fees and additional terms ("Pay Services"). Whether a service is a Free Service or a Pay Service is within the sole discretion of Max, and Max can re-classify a Free Service as a Pay Service and vice versa at any time in its sole discretion. Max grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Free Services via a web browser; provided that:

- (i) your use of the Free Services is solely for your personal, non-commercial use;
- (ii) you will not alter or modify any part of the Max Solution; and
- (iii) you will otherwise comply with these Terms of Use.

Your use of the Pay Services will be subject to your agreement and compliance with these Terms of Use as well any additional terms and conditions contained in the Max Client Account Agreement or other agreement to which you agree when you subscribe to the applicable Pay Service (including but not limited to payment of fees).

(b) **Using and Sharing Information.** Subject to the restrictions provided elsewhere in these Terms of Use, we encourage you to use and share the information provided through the Max Solution to collaborate with and engage other individuals, provided that:

- (i) any such distribution is accompanied by a prominent link back to the Site, is accompanied by a clearly visible attribution that prominently identifies Max as the source of such Content, and retains any copyright, trademark, service mark or other proprietary rights notices provided with such Content;
- (ii) notwithstanding anything to the contrary herein, you are prohibited from using, displaying, distributing, transmitting, or otherwise sharing Max's trademarks, service marks, and logos (except to provide attribution consistent with this paragraph);
- (iii) without limiting the obligations in the preceding clause (i), "Source: MaxMyInterest.com" must be used for any title or label you use to identify the information sourced from the Max Solution that you display, distribute, or otherwise transmit;
- (iv) you may not use robots, crawlers, or spiders to collect, copy, analyze or distribute the Content; and
- (v) your collection, use, or distribution of Max Content must not interfere with or disrupt the Max Solution or the technical delivery systems of Max's providers, in any way.

(c) **Ownership and Restrictions.** Max and its licensors own all right, title, and interest, including all worldwide intellectual property rights in the Max Solution, Content, and the trademarks, service marks, and logos contained therein, including the "look and feel" (e.g., text, graphics, diagrams, images, logos, button icons, and layout of the Max "dashboard") of the Max Solution. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Content in whole or in part except as expressly authorized by Max. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Max Solution, Content or related products or services. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the Content are retained by us.

(d) **User Information.** Max does not claim ownership rights in your User Information. However, by uploading, submitting, emailing, posting, publishing, providing, approving, sharing or otherwise making available any User Information to Max or within the Max Solution, you hereby grant Max and the third party service providers acting on its behalf a nonexclusive, worldwide, royalty-free, sublicensable, transferable, perpetual, and irrevocable right and license to use, store, reproduce, modify, adapt, transmit and otherwise exploit such User Information in any form, medium, or technology now known or later developed, including without limitation on the Site (including areas of the Site different from the area of the Site to which you provided the User Information), and on third-party websites through which you access the Max Solution or parts thereof, in connection with the provision of the Max Solution to you; provided that your personally identifiable User Financial Information will be kept confidential and used only to provide Pay Services to you as described in the separate agreement pertaining to such Pay Service. You represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to grant the foregoing licenses to Max.

8. Restrictions

You agree you will not do any of the following while using or accessing the Max Solution or any Content thereon:

(a) Circumvent, disable, or otherwise interfere with security-related features of the Max Solution or features that prevent or restrict use or copying of any Content or User Information;

(b) Upload, email, transmit, provide, or otherwise make available any User Information which you do not have the lawful right to use, copy, transmit, display, or make available (including any User Information that would violate any confidentiality or fiduciary obligations that you might have with respect to the User Information);

(c) Use any meta tags or other hidden text or metadata utilizing a Max name, trademark, URL or product name;

(d) Upload, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;

(e) Forge any TCP/IP packet header or any part of the header information in any posting, or in any way use the Max Solution to send altered, deceptive, or false source-identifying information;

(f) Upload, email, transmit, provide, or otherwise make available, via the Max Solution, any User Information that is unlawful, obscene, harmful, threatening, harassing, defamatory, or hateful, or that contains objects or symbols of hate, invades the privacy of any third-party, contains nudity, is deceptive, threatening, abusive, inciting of unlawful action, or is otherwise objectionable in the sole discretion of Max;

(g) Upload, email, transmit, provide, or otherwise make available any User Information that contains software viruses or any other computer code, files, or programs designed to (i) interrupt, destroy, or limit the functionality of any computer software; or (ii) interfere with the access of any user, host or network, including without limitation overloading, flooding, spamming, mail-bombing, or sending a virus to the Max Solution;

(h) Upload, email, transmit, provide, or otherwise make available any User Information that includes code that is hidden or otherwise surreptitiously contained within the User Information;

(i) Interfere with or disrupt (or attempt to interfere with or disrupt) any web page available at the Max Solution, servers, or networks connected to the Max Solution, or the technical delivery systems of Max's providers, or disobey any requirements, procedures, policies, or regulations of networks connected to the Max Solution;

(j) Attempt to probe, scan, or test the vulnerability of any Max system or network or breach or impair or circumvent any security or authentication measures protecting the Max Solution;

(k) Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Max Solution, including without limitation the optimization algorithm;

(l) Attempt to access, search, or meta-search the Max Solution or content thereon with any engine, software, tool, agent, device, or mechanism other than software and/or search agents provided by Max or other generally available third-party web browsers, including without limitation any software that sends queries to the Max Solution to determine how a website or web page ranks;

(m) Violate the terms of service or any other rule or agreement applicable to you or Max through the Max Solution's inclusion in, reference to, or relationship with any third party or third-party site or service, or your use of any such third-party site or service;

(n) Collect or store personal data about other users without their express permission;

(o) Impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering, or commit fraud;

(p) Solicit any user for any investment or other commercial or promotional transaction;

(q) Violate any applicable law, regulation, or ordinance;

(r) Access the Site through any automated system, including without limitation "robots," "crawlers," or "spiders";

(s) Violate the Terms of Use or any rights of Max or use the Site to violate the rights of any third party, in each case, including intellectual property rights such as copyright or trademark rights; or

(t) Assist, encourage, or enable others to do any of the foregoing.

9. Copyrighted Materials: No Unauthorized Use

Max respects the intellectual property of others, and we ask our users to do the same. If you become aware of copyright infringement or misuse of the Max Solution or Content thereon by any person, please contact Max at support@maxmyinterest.com to report any abuse. We reserve the right to investigate and take appropriate action (including no action) at our sole discretion.

10. Disclaimer of Warranties

Your use of the Max Solution, Content and User Information is at your sole discretion and risk. The Max Solution and Content, and all materials, information, products and services included therein, are provided on an AS IS and AS AVAILABLE basis without warranties of any kind from Max. MAX AND ITS AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, EQUITYHOLDERS, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "MAX PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE MAX SOLUTION AND/OR CONTENT, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE MAX PARTIES DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED: (I) REGARDING THE AVAILABILITY, SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE MAX SOLUTION, CONTENT AND/OR USER INFORMATION; (II) THAT THE MAX SOLUTION AND/OR CONTENT WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF THE MAX SOLUTION, CONTENT OR ANY INFORMATION PROVIDED BY THE MAX SOLUTION. THE MAX PARTIES MAKE NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SITE OR SERVICES. YOUR SOLE REMEDY

AGAINST THE MAX PARTIES FOR DISSATISFACTION WITH THE MAX SOLUTION OR ANY CONTENT IS TO STOP USING THE MAX SOLUTION OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES. No information, whether oral or written, obtained by you from the Max Parties shall create any warranty not expressly stated in this Agreement. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

11. Limitation of Liability

IN NO EVENT SHALL THE MAX PARTIES BE LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING IN WHOLE OR IN PART OUT OF OR IN CONNECTION WITH YOUR USE OF THE MAX SOLUTION AND/OR CONTENT, WHETHER OR NOT THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE MAX PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE MAX PARTIES' COLLECTIVE CUMULATIVE LIABILITY TO YOU (WHETHER ARISING UNDER THESE TERMS OF USE, MAX'S PRIVACY POLICY, ANY CLIENT ACCOUNT AGREEMENT, ANY PAY SERVICE AGREEMENT OR ANY OTHER AGREEMENT OR UNDERSTANDING BETWEEN YOU AND MAX RELATING TO THE MAX SOLUTION), FOR ANY CAUSE WHATEVER (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE FORM OF THE ACTION, SHALL NOT EXCEED THE GREATER OF (I) ONE HUNDRED U.S. DOLLARS ($100) AND (II) THE AGGREGATE AMOUNT OF FEES (IF ANY) ACTUALLY RECEIVED BY MAX FROM YOU PURSUANT TO YOUR MAX CLIENT ACCOUNT AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH SUCH LIABILITY AROSE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

12. Indemnification

You agree to defend and indemnify the Max Parties and to hold them harmless from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the Max Solution and Content; (ii) your violation of any of these Terms of Use, including breach of any of your representations and warranties contained in these Terms of Use; (iii) your violation of any third-party right, including without limitation any intellectual property right, property, or privacy right; (iv) any claim that your User Information caused damage to a third-party; or (v) any claim related to your distribution of any Content. Max reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Max in asserting any available defenses. You agree not to settle any such matter without the prior written consent of Max. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. Each of the Max Parties is an express third party beneficiary of this Section 12 with full rights to enforce its terms.

13. Governing Law; Arbitration

These Terms of Use shall be governed by and interpreted in accordance with the laws of the State of New York excluding that body of law pertaining to conflict of laws.

Any dispute between or among you and the Max Parties arising out of, relating to or in connection with these Terms of Use, the Site or the Content shall be resolved exclusively through binding arbitration conducted under the auspices of JAMS pursuant to its Arbitration Rules and Procedures. The arbitration hearing shall be held in the City and County of New York, State of New York. Any such dispute shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Disputes shall not be resolved in any other forum or venue. The arbitration shall be conducted by a retired judge who is experienced in resolving disputes regarding financial technology matters. The parties agree that the arbitrator shall apply the substantive law of New York to all state law claims, and that limited discovery shall be conducted in accordance with JAMS' Arbitration Rules and Procedures. In accordance with JAMS' Arbitration Rules and Procedures, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The prevailing party in such dispute shall be entitled to recover from the non-prevailing party all reasonable fees, costs and expenses including, without limitation, attorneys' fees, costs and expenses, which amounts shall be awarded by the arbitrator as part of the disposition of each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law or other written explanation of the reasons for the award. The parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction as provided by law.

EACH OF YOU AND MAX HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS OF USE.

These Terms of Use together with the rules and policies of Max constitute the entire agreement between Max and you with respect to the subject matter hereof. These Terms of Use are in addition to, and not in lieu of, any other agreement in respect of Pay Services. In the event of any inconsistency between these Terms of Use and any such Pay Services agreement, the Pay Services agreement shall control with respect to such Pay Service.

Any notice or other communication to be given hereunder will be in writing and given by (a) Max via email (to the address that you provide at Account registration), (b) by Max via posting on the Site, or (c) you via email to notice@maxmyinterest.com or to such other addresses as Max may specify in writing. The date of receipt shall be deemed the date on which such notice is transmitted.

14. General

In the event that any provision in these Terms of Use is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of a party to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision.

You may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Max, and any prohibited assignment will be null and void. Max may assign this Agreement or any rights hereunder without your consent.

The relationship of the parties under these Terms of Use is that of independent contractors, and these Terms of Use will not be construed to imply that either party is the employee, joint venturer, or except as expressly set forth in any Max Client User Agreement, the agent of the other.

These Terms of Use together with the rules and policies of Max constitute the entire agreement between Max and you with respect to the subject matter hereof. These Terms of Use are in addition to, and not in lieu of, any other agreement in respect of Pay Services. In the event of any inconsistency between these Terms of Use and any such Pay Services agreement, the Pay Services agreement shall control with respect to such Pay Service. Except as otherwise stated in Section 12 (Indemnification) above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any person other than you and Max.

Any notice or other communication to be given hereunder will be in writing and given by (a) Max via email (to the address that you provide at Account registration), (b) by Max via posting on the Site, or (c) you via email to notice@maxmyinterest.com or to such other addresses as Max may specify in writing. The date of receipt shall be deemed the date on which such notice is transmitted.

15. Feedback

Your feedback is welcome and encouraged. You may submit feedback by emailing us at support@maxmyinterest.com. You agree, however, that (i) by submitting unsolicited ideas to Max or any of its employees or representatives, by any medium, including but not limited to email, written, or oral communication, you automatically forfeit your right to any intellectual property rights in such ideas; and (ii) such unsolicited ideas automatically become the property of Max. You hereby assign and agree to assign all rights, title, and interest you have in such feedback and ideas to Max together with all intellectual property rights therein. In addition, you warrant that all moral rights in any feedback have been waived, and you do hereby waive any such moral rights.

If you have questions about these Terms of Use or about the Max Solution or content thereon, please contact Max at support@maxmyinterest.com.

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